

Dauphin Island Beach
Rentals, LLC
PO Box 893
Daphne, AL 36526



Confirmation #

Tel. (251) 455-1159
Fax (800) 771-1480

Sample Rental Agreement

Check-in / Checkout Times

You may check in at or after 3:00 P.M. (CST). Check Out is 10:00 A.M. (CST). Please leave on time so that the unit may be prepared for our next guests. (Late checkouts may result in an additional charge.) While we will make every effort to have the unit ready by 3pm, certain circumstances beyond our control may prevent this and no discounts or refunds will be given.

Advance Reservation/Rental Rates

Reservations are accepted up to one year in advance. Rates are subject to change without notice. Until confirmed, we cannot guarantee rates. Circumstances may occur that makes the unit assignment guarantee impossible. However, if that happens, we will offer you comparable accommodations or a full refund.

Maximum Occupancy

The maximum number of guests listed for each unit is based on the home's ability to comfortably and safely accommodate our guests, and/or local codes or by-laws. This number cannot be exceeded at any time or you may be asked to vacate the property and forfeit any rental payments. **Weddings, wedding receptions, parties or kegs are not permitted under any circumstances;** violations will result in cancellation of your stay and forfeiture of any rental fees and deposits.

Advance Payment/ Payments Due

A minimum payment of \$500.00 is required at the time of booking a reservation. The advance payment will be applied toward the total rental amount. The advance payment IS NOT a damage deposit. Your final payment in full is due 60 days prior to your check-in date. ***Please make all checks payable to Dauphin Island Beach Rentals, LLC*** in the form of cashiers' checks or personal check. Personal checks will only be accepted up to 30 days prior to your arrival date. Please send your payment early. We reserve the right to cancel your reservation and rebook the unit if payment is not received by due date, and our cancellation policies below will apply.

Damage Waiver or Damage Deposit

OPTION 1. DAMAGE DEPOSIT WAIVER - A damage deposit waiver of only \$49.99 has been automatically added to your rental invoice. The damage deposit waiver is in lieu of posting a damage security deposit. The damage deposit waiver includes up to \$500 accidental damage to the rental unit. Renter will be responsible to Property Owner for any damage over \$500. This damage waiver does not cover extra cleaning charges if unit is excessively dirty or any of the items below are not complied with. A credit card number on file at time of booking will be required to cover any of these potential items not covered under your damage deposit waiver. Your card will be charged if this becomes the case.

OPTION 2. DAMAGE DEPOSIT- If you have indicated below that you choose to opt out of the damage deposit waiver, a \$500 damage security deposit is required and immediately due in addition to the \$500 down payment. This Damage Deposit is NOT applied toward rent; however, it is fully refundable within (21) days of departure, provided the following provisions are met (below):

UPON CHECK-OUT

- a. No damage is done to the house or its contents, beyond normal wear and tear.
- b. All debris, rubbish and discards are placed in garbage cans and cans are not put out on the street in accordance with the schedule posted in the unit (there will be a \$25 charge if can is not put out).
- c. Soiled dishes are placed in the dishwasher and cleaned. One load of laundry is started.
- d. All keys are returned to the lock box and house is left locked. Lost key will result in a \$10.00 charge. A lockout fee of \$25.00 will apply during or immediately after stay.
- e. No linens are lost or damaged.
- f. NO Early check-in or late check-out, unless previously agreed to by both parties.

Reservations Canceled / Changed

Cancellations or changes will be subject to a \$100. Cancellation/Change fee.

A minimum **Sixty (60) day** written notice is required for cancellation- via fax, email, or US Mail.

Cancellations received prior to 60 days before check-in will be refunded in full, except for a \$100. Cancellation Fee and, the Trip Insurance premium, if it was purchased.

Reservation Deposits, advance payments, and any monies paid towards your stay WILL NOT be refunded on cancellations made less than sixty (60) days in advance of your check in date. If you have not opted for the vacation rental insurance policy, please be advised, our cancellation policy does not provide refunds for any reason, including unforeseen developments such as illness, or any events that can affect your trip. No exceptions.

CANCELLATION OR EARLY DEPARTURE DUE TO INCLEMENT WEATHER DOES NOT WARRANT ANY REFUND OF RENT OR DEPOSIT. IN THE EVENT THAT A HURRICANE OR EXTREME WEATHER CONDITIONS OCCUR, AND THE EMERGENCY MANAGEMENT ISSUES A MANDATORY EVACUATION NOTICE, WE WILL ISSUE A REFUND THAT WILL BE PRORATED, BASED UPON THE DAY OF YOUR DEPARTURE.

Vacation Rental Insurance - You are a valued guest and we want to do everything possible to make your trip enjoyable and worry free. Because the unforeseen and unexpected can occur before you leave or when you're away from home we strongly recommend CSA's Vacation Rental Insurance Plan.

With Vacation Rental Insurance, your maximum exposure or loss is zero (\$0) for covered cancellations

This optional coverage costs just 6.5% of your total Rental cost. If you choose to purchase vacation rental insurance, you will have up to 10 days to cancel the vacation rental insurance policy. Any cancellation requests must be made to us in writing within the specified time-frame. You may however, purchase this policy at a later date, provided it is purchased with or prior to your final payment.

If you choose not to purchase the vacation rental insurance policy, you will be bound by our cancellation terms.

If you would like to purchase Vacation Rental Insurance, please indicate by initialing below, where indicated.

Units For Sale

In the event that the property that you are renting is on the market for sale, we may find it necessary to show the property during your stay. We will make every effort to schedule the showing at a convenient time so as to not interrupt your vacation. This is generally a quick "walk through" and does not require anything on your part.

Age Requirements/falsified reservations

No rental will be made (to any person) under the age of twenty-five (25) unless accompanied by a parent or guardian at all times. Any reservation made under false pretenses will be subject to forfeiture of advance payment, deposit and/ or rental money. Violators will be evicted and all rents and deposits forfeited.

Pets

Pets are permitted **only in designated "pet friendly" rental units, and only with prior written permission**, and with the Pet fee paid. **Otherwise, pets are not permitted in the rental unit or on the premises.** No exceptions will be made. Guests found with a pet will be asked to leave with no refund of rent or security deposit. No Cats are permitted at any property.

Sight Unseen/ amenities

Our vacation rental units are individually owned and furnished. Rates, descriptions, bed sizes, inventories, and furnishings are subject to change over time without notice. In the event of a break down, we strive to make repairs as soon as possible. Neither the rental agent nor the owner will be obligated to provide replacements nor give refunds for failure or absence of any item. Additional guidelines, rules, and regulations may apply for rental units within structured communities. Due to occasional circumstances beyond our control, availability of swimming pools, hot tubs, golf carts and tennis courts are not guaranteed with any reservation. Dauphin Island Beach Rentals cannot be responsible for circumstances beyond our control or on adjacent or nearby properties, such as construction or noise.

Utilities

No compensation will be given for temporary outages of electricity, gas, water, cable/satellite, internet, or telephone service. ("pay per view" usage is not permitted). Outages should be reported immediately and all efforts will be made to have them restored as soon as possible. The operation and maintenance of these utilities are out of the control of Dauphin Island Beach Rentals, LLC. (No refunds will be issued.)

No Smoking inside the Unit

Smoking is strictly prohibited inside all rental units. Your damage deposit (or Damage waiver coverage) WILL be forfeited and/or you will incur an additional charge of \$300. for carpet cleaning and deodorizing if any evidence of smoking is found.

Parking

Please park in designated areas only. Most properties can accommodate at least two (2) vehicles. If you will need additional parking, On-street Parking Passes can be obtained from the local Police Department by showing your Rental Contract. **We are not able to allow RV parking. Boat trailer parking MAY be available at certain properties, please ask in advance.** Boat Trailers are NOT allowed inside any gated property, including Indian Bay Yacht Club.

Locked Closets

Most owners have a locked closet for their personal possessions. These closets are private and are not to be opened by tenants or guests under any circumstances. Some garages are locked and are not for tenant use.

Items You Should Bring

Linens and towels are furnished. An initial supply of toilet tissue and a garbage bag are also provided as a courtesy, but please plan to bring (or purchase locally) **toilet tissue, bath soap, paper towels, detergent, dishwasher soap and garbage bags.** Also, any special cooking utensils, coffee filters, beach towels, and beach chairs. Cleaning supplies are not provided in most units.

Swimming Pools AND Spas

If your property has a swimming pool and/or spa, **no lifeguard is provided** on personal houses, and may not be provided for community properties. Guests agree to use the pool and spa at their own risk. Children should be supervised at all times and the door to the pool locked and monitored unless an adult is present. Your pool, if heated, is preset to around 90 degrees from October 1st thru mid-May. According to weather conditions, this temperature may vary and is not guaranteed. Consistent temperatures are more likely to be generated in late fall and early spring. There will be no refunds or adjustments in relation to your pool or spa, including mechanical.

Agency Indemnity

Dauphin Island Beach Rentals, LLC will not be liable for any damages to rental property or furnishings, nor for injuries resulting from any accident that may occur in or on the premises during guest occupancy. The agent or Owner is not liable for acts of theft, vandalism, or damages to the guest's personal property or items left in the unit. We assume no liability for errors or omissions (on our websites or printed materials). **Boat Owners-** Use of Boats or personal watercraft are at your own risk, and we cannot guarantee navigability of waters or condition of docks, pilings or moorings.

I have read the attached Rental Agreement, and by signing below I also agree to all of the terms and conditions of this agreement.

Signature: _____

Date _____ Cell phone: () _____

If you would like to include a Vacation Rental insurance policy

We offer the Vacation Rental insurance because we think it is a good value- People do have to cancel sometimes for unforeseen circumstances, which can be costly. With Vacation Rental Insurance, your maximum exposure or loss is zero (\$0) for covered reasons. If you choose not to purchase the vacation rental insurance policy, you will be bound by our cancellation terms. Please initial below to accept, and then we will add it to your invoice and send you a copy of the policy.

_____ GUEST (**INITIAL ONLY IF ACCEPTING VACATION RENTAL INSURANCE**)

If you prefer to post a \$500.00 Damage Deposit in lieu of the \$49.99 Damage Waiver, please indicate by initialing below, and enclose a check in the amount of \$500.00 made payable to "**Dauphin Island Beach Rentals, LLC**". Damage deposits will be refunded approximately 14 days after check-out, as long as there is no damage to the property or its contents, and the terms of the Rental Agreement are complied with.

I am choosing to post a \$500.00 cash deposit, and my check is enclosed _____ (initials)

PLEASE SIGN AND RETURN ONE COPY OF THIS PAGE AND ONE COPY OF THE TOP (CONFIRMATION) PAGE VIA FAX TO (800) 771-1480 or via RETURN EMAIL.